

## NORTHERN DISTRICT OF NEW YORK, ALBANY

IN RE: CARL CHRISTIANO,  
Loan No. 5000827334

CASE NO. 0513611

## AGREEMENT TO REAFFIRM

WHEREAS, on the date of filing bankruptcy, Debtor(s) was indebted to CitiFinancial Mortgage Company (Lender) as evidenced by a promissory note and security agreement or sales contract dated 02/01/03, and upon which remains an unpaid principal balance of \$65381.75 (Principal Balance does not include outstanding fees or escrow)..

WHEREAS, Debtor(s) desires to reaffirm said debt, notwithstanding Debtor(s) having filed a petition in this Court seeking discharge of this debt.

## NOW THEREFORE Debtor(s) agrees:

That Debtor(s) shall pay to Lender the sum of \$65381.75, (Principal Balance does not include outstanding fees or escrow), interest at the Note Rate in monthly installments of \$536.99, the first installment being payable on 07/01/05 and all subsequent installments on the same day of each consecutive month until paid in full.

That upon Payment in full, Debtor(s) shall be released from further liability to Lender and Lender shall terminate any security interest it may have in the property of the Debtor(s).

That the rights, duties, and obligations of the Debtor(s) under this Agreement are subject to the provisions of applicable state laws and the original debt, contract or note terms and conditions.

This Agreement may be rescinded at any time prior to discharge or within 60 days after it is filed with the Court, whichever occurs later, by sending a written statement to the CitiFinancial Mortgage Company, 1111 Northpoint Dr, Coppell, TX 75019. This agreement is voluntary and the Debtor(s) have been advised that it is not required under bankruptcy or non-bankruptcy law, or under any agreement not in accordance with the provisions of 11 USC section 524 (c.)(2)(B). If you do not cancel this Agreement, you will be bound by the terms and conditions of the original debt, contract or agreement described above.

Debtor(s) agrees to appear before the Court at the discharge hearing (if required), and to comply with the Court's disposition of this bankruptcy case and any subsequent decision by Debtor(s) to rescind.

III. Dated 06/13/05

Debtor

Date

Debtor

Date

Date

RECEIVED &amp; FILED

JUL 18 2005

OFFICE OF THE BANKRUPTCY CLERK  
ALBANY, NY

CitiFinancial Mortgage Company Inc.

## Debtor(s)' Attorney Declaration

The above Reaffirmation Agreement represents a fully informed and voluntary agreement by the debtor(s), does not impose an undue hardship upon the debtor(s) or a dependent(s) of the debtor(s) and I have fully advised the debtor(s) of the legal effect and consequences of this agreement and any default under such agreement.

Date

Debtor(s) Attorney

## Order Approving Reaffirmation Agreement

The above Reaffirmation Agreement having come before this Court and the requirements of 11 USC Sec. 524 having been satisfied, BE IT ORDERED that the above Reaffirmation Agreement is hereby approved.

Date

Bankruptcy Judge



**Bankruptcy Department**  
1111 Northpoint Dr.  
Coppell, TX 75019  
888-407-0771

07/14/05

US BANKRUPTCY COURT  
445 BROADWAY SUITE 330  
ALBANY NY 12207

Re: CARL CHRISTIANO  
Case No. 0513611  
Account # 5000827334

**RECEIVED & FILED**  
JUL 18 2005  
OFFICE OF THE BANKRUPTCY CLERK  
ALBANY, NY

US Bankruptcy Court,

Enclosed please find three (3) copies of the signed Reaffirmation Agreement on the above referenced case. Debtor's counsel and CitiFinancial Mortgage Company have approved this document. Please file this document promptly with the Bankruptcy Court.

Please return one original, time-stamped copy to our office in the enclosed, self-addressed envelope.

Take note of our correspondence mailing address:

CitiFinancial Mortgage Company  
Attn: Bankruptcy Department  
1111 Northpoint Drive, #100  
Coppell, Texas 75019

Feel free to contact our office with any further questions.

Sincerely,

Bankruptcy Department  
CitiFinancial Mortgage Company  
888-407-0771

6-64-BK

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